

To provide you with a professional service, it is important that we achieve a joint understanding of expectations. Hudson wishes to employ you from time to time on a casual 'as and when required' basis. This employment agreement records the terms and conditions that will apply during any period of casual employment ("period of employment") between Hudson Global Resources (New Zealand) Limited ("Hudson") and yourself.

Please note: This agreement does not preclude you from working with other organisations independent of Hudson; we are unable to refer your details to our clients unless we have a signed copy of this agreement on file; and we are happy to discuss this agreement with you.

EMPLOYEE DECLARATION

You understand and accept the terms and conditions set out in this employment agreement, and confirm that information given by you to Hudson regarding your employment history, qualifications and education is to the best of your knowledge correct in every detail. You permit Hudson to confidentially refer your details to suitable client organisations with your prior agreement.

1 EMPLOYER

- 1.1 Under this Agreement, Hudson is engaging you as a casual employee and will endeavor to provide you with temporary assignments ("assignment") with Hudson clients ("client").
- 1.2 In engaging your services, the casual employment relationship is between you and Hudson, and not with the client to whom you are assigned.
- 1.3 Any assignments you are offered will be a separate period of employment. This means that employment commences at the beginning of an assignment, and ends on termination of that assignment.
- 1.4 For the avoidance of any doubt, nothing in this employment agreement is intended to give rise to a permanent employment relationship, or an expectation of regular, ongoing assignments.
- 1.5 You understand that any assignment you are offered is a new period of employment between yourself and Hudson and cannot be regarded as continuous with any previous assignment you have performed for a client of Hudson. The details of each assignment, including client details will be set out in a Confirmation of Assignment which will be issued to you prior to the commencement of each assignment.

2 CLIENT INTRODUCTION

- 2.1 All client interviews are to be arranged by, and through Hudson, and clients must not be directly approached after we have provided the initial introduction.
- 2.2 At no time will you directly involve yourself in negotiations between Hudson and its clients, and you will not approach a client directly after Hudson has arranged an interview or assignment for you with the client.

3 ASSIGNMENTS

- 3.1 You have the right to accept or refuse any assignments offered by Hudson.
- 3.2 The client has direct supervision and management of your performance in an assignment, and controls the conditions under which the assignment is performed, and the outcome of your performance.
- 3.3 On acceptance of an assignment you agree to:
 - a) report to work at the hours stipulated by Hudson;
 - b) complete the entire assignment;
 - c) cooperate with the client's staff and accept the direction, supervision and instruction of any responsible person in the client's organisation;
 - d) observe any policies, rules and regulations of the client's organisation, and comply with all Hudson policies and procedures at all times;
 - e) ensure you are appropriately dressed, punctual and reliable when presenting for assignments with clients;
 - f) report any variation to the hours or duties performed in an assignment to Hudson; and
 - g) notify Hudson prior to start time if you are late or unavailable to attend any period of an assignment.
- 3.4 You understand that while Hudson will endeavour to obtain assignments for you, the casual nature of your engagement means there will be times where there are no suitable assignments available. You also understand that Hudson is not liable to pay you if Hudson does not offer you any assignments or a particular assignment.
- 3.5 Each assignment will be covered by the terms and conditions set out in this Agreement, along with the terms set out in the Confirmation of Assignment form. You understand and agree that although the tasks of an assignment will be advised at the time of acceptance of an assignment, and an indicative duration of the assignment will be advised, these may alter without notice during the assignment dependent upon the needs of Hudson or the client.

- 3.6 In the event that a client has specific pre-placement screening checks (e.g. credit checks, security checks etc), your commencement in the assignment and/or continuation in the assignment is conditional on the outcome of those checks to the satisfaction of the client and Hudson.
- 3.7 To ensure that your services are appropriately rewarded, Hudson always reserves the right to renegotiate the terms with the client should the specification change or the responsibility increase. The client also has the right to change the assignment brief at any time under the terms of their agreement with Hudson.

4 CONFIDENTIALITY

- 4.1 You will sign all necessary documents and do all things necessary immediately at the client's request to establish and protect any of the client's rights in the client's Confidential Information and Intellectual Property, and to pass on to the client any Intellectual Property you create during an assignment with a client. You understand and agree that the client owns any Intellectual Property.
- 4.2 You will not disclose to any third party or use for your own or anyone else's benefit, any Confidential Information or Intellectual Property belonging to Hudson or the client or any related body corporate.
- 4.3 You understand that "Confidential Information" includes any information relating to Hudson or to the client, or any company related to the client, that can reasonably be regarded as confidential, being information not in the public domain or known to competitors, and any other information that you are given, or which comes to your knowledge during any period during which you provide services to a client that you are told is confidential, or which a reasonable person would expect to be.
- 4.4 You understand that "Intellectual Property" includes ideas, designs, drawings, inventions and copyright in any works, documents or other items of Hudson or the client, or that you conceive, create, develop or make on behalf of the client during any period in which you provide services to a client.
- 4.5 Hudson does not permit nor condone plagiarism or the unauthorised copying of the works of others. Any material you are asked to produce must be original work or based on source documents and precedents supplied by the client. You must not under any circumstances copy in whole or in part the work of any other person without express written permission to do so. If at any time during any assignment you are unsure of your responsibilities, or the appropriate course of action, Hudson should be contacted.
- 4.6 It is a condition of acceptance of any assignment that you agree not to divulge any learned information or trade secrets, or sighted documentation, to anyone outside the client organisation, without the express permission of the client. You acknowledge that no rights or claims to any intellectual or commercial property will be acquired by reason of any assignment through Hudson. You also agree to indemnify Hudson against any action brought upon Hudson by clients in regard to these matters.

5 PERSONAL PHONE CALLS/FACSIMILES/EMAIL/INTERNET

- 5.1 You accept that while on an assignment you:
- may only make personal calls when absolutely essential and any costs incurred will be reimbursed by you to the client;
 - must have your mobile telephone switched off during work hours;
 - may only receive or send personal facsimiles with the client's prior approval;
 - may only use the client email or internet for personal use with the client's prior approval; and
 - will not download, view or copy any information from the internet, send any email or email attachment to any individual or individuals that could in any way be considered objectionable, defamatory or abusive.
- 5.2 Hudson reserves the right to terminate an assignment pursuant to clause 14 should clause 5.1 be breached.

6 PAYMENT OF WAGES

- 6.1 An hourly or daily wage will be negotiated with you prior to commencing an assignment. You must not discuss your wage with the client, its employees, or others engaged on the assignment at any time, including at interview, during or after an assignment.
- 6.2 Wages paid shall be based solely on the hours you work on each assignment. Client. You are not entitled to remuneration when not working on an assignment. However, where an assignment is shortened or terminated immediately without fault on your part, and without notice during a working day, you will be paid for a minimum of three hours or the actual hours worked, whichever is greater, for the day an assignment is shortened or terminated.
- 6.3 You accept that no wages will be paid to you unless you present to Hudson a Hudson timesheet (preferably through the Hudson web timesheet system) with the relevant dates and number of hours worked, and signed/authorised by both you and the client.
- 6.4 You understand that wages quoted and agreed may either include or exclude overtime payments. These factors shall be determined and agreed between you and Hudson prior to acceptance of each assignment.
- 6.5 You must provide Hudson with your taxation and bank account details prior to commencing an assignment, and notify Hudson if those arrangements change at any time. Bank details can be updated online through Hudson's contractor portal.

- 6.6 You agree that any overpayment made to you may at any time be recovered by Hudson by, for example, deducting the overpayment from your next payment. Further, you authorise Hudson to deduct from any money due to you on termination of your employment owed by you to the client or Hudson.
- 6.7 Wages are paid weekly for work undertaken in the previous week and for which a completed and signed/authorised timesheet has been received by Hudson.

7 ANNUAL HOLIDAYS

- 7.1 Annual holiday entitlements will be provided per the Holidays Act 2003.
- 7.2 You are entitled to four (4) weeks' paid annual holidays after the end of each completed period of twelve (12) months continuous employment. However, in light of the casual nature of your employment, it is not anticipated that you will complete 12 months of continuous employment. It is anticipated that each period of employment will be less than 12 months. You will therefore receive your annual holiday entitlements on a pro-rata basis.
- 7.3 At the end of an assignment, that period of employment will come to an end and Hudson will arrange for a final pay to be processed. This will include payment for any unused accrued holiday pay, and will be paid to you within seven (7) days after payment of your final timesheet.
- 7.4 Applications to take annual holidays must be applied for in advance through Hudson's online portal. For periods of leave greater than one week, at least one (1) months' notice is required. Leave is not automatically granted, and may be declined by Hudson based on business reasons such as client requirements.
- 7.5 Hudson adopts a policy of not considering requests made under s28A of the Holidays Act 2003 for a portion of your annual holidays to be cashed out.

8 PUBLIC HOLIDAYS

- 8.1 Public holiday entitlements will be provided per the Holidays Act 2003.
- 8.2 If a client requires, you may be required to work on a public holiday. If you are required to work on a public holiday, and Hudson has been notified accordingly, you will be paid time and a half for hours that you work. Additionally, you will be entitled to another paid day's holiday (alternative holiday) which should be taken at a time to be agreed between you and Hudson in consultation with the client.
- 8.3 The entitlement to an alternative holiday only applies if the public holiday that you work on falls on a day that would otherwise be a working day for you.
- 8.4 In light of the casual nature of your employment, it is not anticipated that public holidays will generally 'otherwise be a working day' for you. Accordingly, you will not be entitled to be paid for such public holidays on which you do not work. However, if a period of employment is such that any public holiday would otherwise be a working day for you, then you will be paid your relevant daily pay for that day.
- 8.5 Due to the casual nature of your engagement, which may result in variation to your hours of work, Hudson may use the 'average daily pay' method of calculation provided under the section 9A of the Holidays Act 2003 for the purposes of calculating public holidays (including alternative holidays).

9 SICK LEAVE, BEREAVEMENT LEAVE, FAMILY VIOLENCE LEAVE AND FURTHER INFORMATION

- 9.1 Sick leave and bereavement leave entitlements will be provided per the Holidays Act 2003.
- 9.2 In light of the casual nature of your employment, it is not anticipated that you will meet the entitlement thresholds set out in the Holidays Act 2003 in relation to sick leave, bereavement leave and family violence leave. However, if you do meet those thresholds, you will be entitled in accordance with that Act to:
- up to 5 days' sick leave per year;
 - bereavement leave of 3 days for a bereavement you suffer on the death of your: spouse; partner; parent; child; brother or sister; grandparent; grandchild; spouse's parent; or partner's parent, and one day for each bereavement you suffer on the death of any other person if Hudson accepts that you have suffered a bereavement; and
 - up to 10 days' family violence leave per year.
- 9.3 Any such sick leave, bereavement leave, or family violence leave may only be taken during a period of employment.
- 9.4 Should you become entitled to sick leave, a medical certificate is required after two consecutive days of sick leave, or at any time after you have used your entitlement in total.
- 9.5 Due to the casual nature of your employment, which will result in variation to your hours of work and intermittent and irregular periods of employment, Hudson will use the 'average daily pay' method of calculation provided under section 9A of the Holidays Act 2003 for the purposes of calculating payment for any sick leave, bereavement leave, or family violence leave should you become entitled to this.
- 9.6 You acknowledge that Hudson has informed you about your entitlements under the Holidays Act 2003 and that further information regarding those entitlements can be obtained from the Ministry for Business, Innovation and Employment.

10 PARENTAL LEAVE

- 10.1 Parental leave entitlements will be provided per the Parental Leave and Employment Protection Act 1987. Please contact Hudson for further information regarding your entitlement to parental leave.

11 HEALTH & SAFETY

- 11.1 You agree to advise Hudson of any injury or accident occurring during an assignment within twenty four (24) hours.
- 11.2 You understand that you must take care at all times to ensure your safety and the safety of your co-workers while performing assignments at the client's work site, and that you must:
- undertake all induction and other training required by Hudson and the client;
 - comply with the policies, procedures and directions of Hudson and the client;
 - immediately notify Hudson and the client of any health and safety risks in the performance of your work and actively participate to implement the appropriate risk control;
 - only perform tasks requested of you by the client that you are skilled and trained to perform;
 - immediately notify Hudson if there are any changes in the work you are assigned to perform for a client; and
 - in the event of a work related injury or illness, actively participate in your rehabilitation and return to work program.

12 ADDITIONAL OBLIGATIONS

- 12.1 You accept sole responsibility for the safety and security of your own personal belongings and property during each assignment, and whilst travelling to and from assignments.
- 12.2 You will not use your own vehicle for any business purposes of the client without the prior permission of Hudson. You acknowledge that where you use your own vehicle for the business purposes of the client, whether by prior arrangement or not, you will be entirely liable for any damage or loss arising out of the use of your vehicle.
- 12.3 Where prior arrangements have been made with Hudson for you to use your own vehicle while on assignment, you will be reimbursed at rates set by Hudson as advised to you.
- 12.4 You will be responsible for any parking tickets, or any other driving infringements incurred when using a vehicle, and will be responsible for reimbursing the client for any such costs incurred by you.
- 12.5 If during any assignment you are provided with client property, or are entrusted with any cash, cheques or other valuables, you will return to the client such property upon demand by Hudson, the client, or upon completion of the assignment. You authorise Hudson to recover the cost of any damaged or unreturned property, unreturned cash, cheques or other valuables by way of a deduction from any wages or other payments due to you.

13 CONTINUED INVOLVEMENT

- 13.1 Should you be offered further assignments, or a permanent position with any client, its subsidiaries or associated companies where Hudson has arranged an assignment, this new assignment or placement must be made through Hudson. This applies for a period of six (6) months from completion of any assignment.
- 13.2 You agree that, during any period in which you provide services to a client and for six (6) months after any such period, you will not seek assignments or employment with the client, any company related to the client, or any other person or body to whom you have been introduced by the client, without first notifying Hudson.

14 TERMINATION OF ASSIGNMENT

- 14.1 If for any reason whatsoever you are unable to complete an assignment and wish to terminate the period of employment early, you must give Hudson a minimum of two (2) working days' notice unless the assignment is for more than four (4) weeks' duration, in which case you must give Hudson five (5) working days' notice in advance. In the event that you fail to provide the required notice, you authorise Hudson to deduct the relevant payment in lieu of notice from your wages.
- 14.2 Because of the casual nature of your employment, you agree that Hudson may vary or terminate any assignment at any time without notice for any reason including but not limited to the following situations:
- a client of Hudson to whom you are assigned cancels the assignment or contract with Hudson for any reason including unsatisfactory performance or conduct on your part. For the purpose of this clause the client shall be deemed to have cancelled its contract with Hudson if it has requested your replacement; or
 - you are convicted of an offence punishable by imprisonment; or
 - you breach any of the terms of your assignment (which are made up of this Agreement and the Confirmation of Assignment).
- No payment shall be payable to you beyond the date of termination of the assignment.
- 14.3 Hudson may, at any time during any period of employment, for the purposes of conducting an investigation into your conduct, suspend you from the performance of your duties and/or exclude you from the client's premises.

15 EMPLOYEE PROTECTION PROVISION

- 15.1 In light of the casual nature of your employment, it is not anticipated that during any period of employment Hudson will propose any form of restructuring by which your work may no longer be required by Hudson and may be performed for a new employer other than Hudson. However, should that occur, Hudson will:
- a) discuss and negotiate with the new employer as to whether you may transfer to the new employer for the remaining period of employment on the terms and conditions set out in this Agreement or on other terms and conditions of employment; and
 - b) meet with you after discussion with the new employer to convey the outcome of the discussion and negotiation outlined above and outline your entitlements under this Agreement.

16 PRIVACY

- 16.1 You authorise Hudson to use and disclose any of the personal information that you have provided to Hudson for the purpose of obtaining assignments for you with clients, or prospective clients of Hudson, or such other purposes as disclosed in Hudson's privacy policy, a copy of which is available from our offices or may be accessed at nz.hudson.com/privacy-policy.
- 16.2 During each assignment with a client, you must handle all personal information that you collect in the performance of that assignment in accordance with applicable privacy laws and the client's policies.

17 WARRANTIES

- 17.1 You warrant that:
- a) all representations, whether oral or written, made by you as to your qualifications, experience or any other matter are true and complete; and
 - b) you are entitled to work in New Zealand; and
 - b) there are no matters that could materially interfere with your ability to discharge your obligations under this Agreement (in conjunction with any Confirmation of Assignment) or which may conflict with the interests of Hudson, other than those disclosed in writing before acceptance of an assignment.
- 17.2 In offering any period of employment to you, Hudson will rely upon your warranties. You accept that Hudson may immediately terminate an assignment if any warranty is found to be misleading, incomplete or incorrect in any way.

18 POLICIES AND PROCEDURES

- 18.1 During any period of employment, you agree to abide by any staff manuals, codes of conduct or other policy documents that Hudson has in force or issues from time to time. Hudson may amend, vary, withdraw or introduce manuals, codes of conduct and policy documents from time to time and will advise you of any significant changes during any period of employment.
- 18.2 Failure to comply with Hudson's policy documents may result in the immediate termination of any period of employment.

19 TERMS OF AGREEMENT

- 19.1 This Agreement, along with the applicable Confirmation of Assignment that offers you a period of employment with Hudson, will constitute the entire agreement between us concerning any period of employment.
- 19.2 The terms and conditions set out in this Agreement can only be varied by mutual agreement which is recorded in writing and attached to this Agreement.
- 19.3 This Agreement replaces any previous contractual terms, conditions or understandings between the you and Hudson, whether written, oral, or resulting from custom or practice.

20 PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS AND PERSONAL GRIEVANCES

- 20.1 This procedure applies to the settlement of an employment relationship problem.
- 20.2 An employment relationship problem includes a personal grievance, dispute or other problem relating to your employment relationship with Hudson. However, it does not include any problem in relation to the fixing of new terms and conditions of employment.
- 20.3 Listed below are examples of employment relationship problems:
- a) you think you have been treated unfairly;
 - b) a personal grievance;
 - c) you are discriminated against, sexually, harassed, or racially harassed in your assignment;
 - d) a breach of your employment agreement;
 - e) a dispute over the interpretation, application or operation of your employment agreement;
 - f) unfair bargaining for an individual employment agreement;
 - g) a question about whether you are an employee or an independent contractor;
 - h) a disagreement about your wages or holiday pay etc;
 - i) you not being allowed to attend union meetings; or
 - j) you get a warning, or are dismissed.

20.4 If you feel that you have been treated unfairly and feel aggrieved, we urge you to first raise the matter with us in accordance with Hudson’s grievance policy summarised as follows:

Step 1 Please raise the grievance (in writing or otherwise) with your Hudson consultant or manager. The Hudson consultant or manager shall collect and review all the relevant material related to the grievance and endeavour to resolve the grievance. Ensure that you provide the following information:

- Details of your issue, problem or grievance;
- Why you feel aggrieved; and
- What solution you seek to resolve the matter.

Step 2 If the grievance is not resolved at Step 1, the grievance should be referred to Hudson’s legal team for resolution.

Step 3 If the problem or grievance is not resolved at Step 2, and you wish to pursue a personal grievance in accordance with the Employment Relations Act 2000, you should write to Hudson advising us of this.

Note: Under the Employment Relations Act 2000, you must first raise a personal grievance with your employer (i.e. Hudson) within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to your notice (whichever is the later).

ACCEPTANCE

You acknowledge that before this Agreement was entered into, Hudson:

- provided you with a copy of the intended agreement;
- advised you that you were entitled to seek independent advice about the intended agreement; and
- gave you a reasonable opportunity to seek that independent advice about the intended agreement.

Signed for and on behalf of Hudson

by: [name]

[position]

Date:

Signed by

[Employee]

Date:
